

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

KIMBERLY-CLARK WORLDWIDE, Inc., and,
KIMBERLY-CLARK GLOBAL SALES, LLC,

Plaintiffs,

v.

Case No. 09-C-0916

FIRST QUALITY BABY PRODUCTS, LLC, and
FIRST QUALITY RETAIL SALES, LLC,

Defendants.

ORDER

Presently before the court is non-party Paolo Pasqualoni's motion, pursuant to Civil L.R. 7(h), for an order modifying the court's November 16, 2010 Order (Dkt. 307) quashing Kimberly-Clark's subpoena directed to Pasqualoni. Specifically Pasqualoni asks this court to strike the following sentence from the November 16, 2010 Order: "Fameccanica is the party indemnifying First Quality in this case." (Dkt. 307 at 1-2.)

Pasqualoni's motion will be denied for several reasons. First, the sentence at issue has no preclusive effect for future actions. Its only significance to the November 16, 2010 Order is by way of background; the sentence was included simply to provide context to the relationship between Pasqualoni, his employer, and First Quality. Second, there was some evidence presented during the course of one or more of the hearings in this matter that Fameccanica was indemnifying First Quality. (Dkt. 264, Sept. 21 2010 P.I. Hearing, p. 297; PX-51, ¶ 7.) Finally, Pasqualoni provides no evidence that the sentence at issue is wholly inaccurate. Unless there is good reason – and

supporting evidence – this court is reluctant to strike a sentence included only for background or context from a prior order. Revisiting a prior order on a sentence by sentence basis consumes limited judicial resources and must be reserved for situations where the court is plainly wrong about a fact material to the Court’s ruling.

Accordingly, this Court **DENIES** Pasqualoni’s expedited non-dispositive motion to strike.

SO ORDERED this 2nd day of December, 2010.

s/ William C. Griesbach
William C. Griesbach
United States District Judge